

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

**3rd AMENDMENT TO CONTRACT
BETWEEN CITY OF DURHAM AND CLEAN ENERGY DURHAM
FOR RESIDENTIAL ENERGY EFFICIENCY IMPROVEMENT PROJECT**

This 3rd amendment to contract (“Amendment”) is dated and entered into as of the _____ day of _____, 20_____, between City of Durham (“City”) and Clean Energy Durham (“Contractor”).

The City and the Contractor entered into a contract titled “Contract for Residential Energy Efficiency Improvement Project” dated December 9, 2009. That contract is referred to as the “Original Contract.” The City and the Contractor executed an amendment to the Original Contract on March 10, 2010 (“First Amendment”). The First Amendment revised the Contractor’s reimbursement rate schedule and list of allowable expenditures. The City and the Contractor executed an amendment to the Original Contract on December 8, 2010 (“Second Amendment”). The Second Amendment expanded the scope of work of the Contractor. The Original Contract is hereby amended as follows:

1. Compensation: The total amount of compensation paid to the Contractor during the Contract terms as set forth in Section 4 of the Original Contract is being increased from \$314,700.00 to \$346,240.00.
2. Scope of Work: The additional scope of work set forth in Attachment A of the Original Contract is being amended to reflect the scope of work added as detailed in the last 6 items on the revised Attachment A. Attachment A of the Amendment will replace Attachment A of the Original Contract in its entirety.
3. Rate Schedule Per Employee: The additional staff category set forth in the Original Contract Attachment C is being amended to reflect the addition of the Outreach Assistant and inclusion of postage as a reimbursable expense as detailed in the revised Attachment C. Attachment C of the Amendment will replace Attachment C of the Original Contract in its entirety.
4. Except as revised herein, the Original Contract and its terms are reaffirmed by the parties.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

CITY OF DURHAM

City Clerk

preaudit certificate

CLEAN ENERGY DURHAM

By: _____ Date
Judy Kincaid, Executive Director
Clean Energy Durham

(Affix corporate seal.)

ACKNOWLEDGMENT BY CORPORATION

North Carolina
County of Durham

I, _____ a notary public in and for the aforesaid county and state, certify that Judy Kincaid personally appeared before me this day and stated that she is Executive Director of **CLEAN ENERGY DURHAM**, a non-profit corporation, and that by authority duly given and as the act of the corporation, she signed the foregoing instrument with the City of Durham and the corporate seal was affixed thereto. This the ____ day of _____, 20____.

My commission expires:

Notary Public

(Affix corporate seal.)

Attachment A
Scope of Work
Amended January 15, 2011

Contractor shall provide project development and management services to develop, implement, and manage a neighborhood-based residential energy efficiency retrofit program.

The consultant/contractor will:

- Develop and implement at least 4 two-hour trainings for neighborhood volunteers, resulting in a core group of no fewer than 20 neighborhood volunteers who are competent in effective door-to-door outreach, energy-efficiency education, and implementing simple weatherization projects.
- Organize and hold at least 7 neighborhood meetings to introduce the program, answer questions, and assist with planning logistics.
- Develop at least 6 different program-related outreach and educational pieces, including, but not limited to, promotional flyers, educational brochures, factsheets, pre- and post- program participation surveys, and energy-efficiency technology demonstration models.
- Develop and implement a process for overseeing neighborhood volunteer outreach efforts including, but not limited to, scheduling, troubleshooting, and monitoring.
- Enroll no fewer than 350 homes in the program.
- Create and maintain a database of program participants.
- Coordinate at least 350 household participant schedules with contractors and inspectors.
- Run at least 5 do-it-yourself, hands-on residential energy efficiency workshops.
- Contact at least 2 materials suppliers to discuss bulk discounts.
- Gather and analyze energy bill data and household data provided by Duke Energy and PSNC from at least 325 homes. The data will cover at least 1 year prior and 2 years after the retrofits are completed, or through the end of the contract period, whichever is first.
- Develop, gather, and analyze pre- and post-project evaluation forms from at least 250 participants.
- Coordinate project activities with activities of Operation Breakthrough and other City and non-profit agencies conducting similar work.
- Assist the City in developing a neighborhood and household recognition program.
- Fulfill all necessary Federal, State, and City reporting requirements in a timely manner.
- Develop and manage a process to assess homes with gas stoves/ovens and range hoods /vents to determine if they are eligible to participate in the program.
- Design and distribute outreach materials related to program qualifications for homes with gas and other problematic appliances, and field questions and documentation related to this document from neighborhood volunteers and program participants.
- Design and implement efficient outreach approach in one additional neighborhood: Watts Hospital Hillandale.
- Manage follow-up with online applicants in target neighborhoods, including gathering additional information, making sure all forms are complete, and connecting applicants with neighborhood volunteers.
- Expand the database of participating households to include additional information, including contractor work on each home.
- Create and send out mailings to facilitate outreach effectiveness in target neighborhoods and thank volunteers.
- Assist in managing applications and data from participants not associated with a target neighborhood, as needed. This assistance includes entering application data from general

applicants submitting complete applications directly to the City either on line or on paper. Clean Energy Durham is not responsible for providing paper applications, accepting paper applications directly from applicants, or answering questions about application due dates from applicants.

Attachment C
Amended January 15, 2011

Rate Schedule Per Employee

<u>Position</u>	<u>Hourly Rate</u>
Program Manager	\$24.04
Senior Advisor	\$24.04
Systems Manager	\$24.04
Energy Trainer	\$21.63
Outreach Assistant	\$16.00
Volunteer Coordinator	\$19.23

Reimbursable expenses

Fringe Benefits (approximately \$58,000 for project period)

Indirect (approximately \$48,000 for project period)

Supplies

Printing

Postage

Mileage within the City of Durham at a rate consistent with the
City's rate of travel reimbursement.